

IT IS HEREBY ADJUDGED  
and DECREED this is SO  
ORDERED.



**TIFFANY & BOSCO**  
P.A.

Dated: March 03, 2011

**2525 EAST CAMELBACK ROAD**

**SUITE 300**

**PHOENIX, ARIZONA 85016**

**TELEPHONE: (602) 255-6000**

**FACSIMILE: (602) 255-0192**

*Sarah S. Curley*

**SARAH S. CURLEY**  
U.S. Bankruptcy Judge

Mark S. Bosco  
State Bar No. 010167  
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State Bar No. 014228  
Attorneys for Movant

10-54521

**IN THE UNITED STATES BANKRUPTCY COURT**  
**FOR THE DISTRICT OF ARIZONA**

IN RE:

Arturo Garza and Karla P. Garza  
Debtors.

No. 2:10-BK-38468-SSC

Chapter 7

ORDER

US Bank National Association as successor Trustee  
to Wachovia Bank, National Association, as Trustee  
for Wells Fargo Asset Securities Corporation,  
Mortgage Pass-Through Certificates Series 2005-  
AR16

Movant,  
vs.

Arturo Garza and Karla P. Garza, Debtors,  
Constantino Flores, Trustee.

Respondents.

(Related to Docket #25)

Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any, and no objection having been received, and good cause appearing therefore,

IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real  
2 property which is the subject of a Deed of Trust dated July 25, 2005 and recorded in the office of the  
3 Maricopa County Recorder wherein US Bank National Association as successor Trustee to Wachovia  
4 Bank, National Association, as Trustee for Wells Fargo Asset Securities Corporation, Mortgage Pass-  
5 Through Certificates Series 2005-AR16 is the current beneficiary and Arturo Garza and Karla P. Garza  
6 have an interest in, further described as:

7 LOT 283, MOUNTAIN VISTA UNIT FOUR, ACCORDING TO BOOK 209 OF MAPS, PAGE  
8 41, RECORDS OF MARICOPA COUNTY, ARIZONA.

9 IT IS FURTHER ORDERED that Movant may contact the Debtors by telephone or written  
10 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance  
11 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement  
12 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against  
13 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

14 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter  
15 to which the Debtor may convert.  
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